

CITY OF LINCOLN/LANCASTER COUNTY  
**CONTRACT AWARD NOTIFICATION**  
**SPECIFICATION NO.06-070**  
**ANNUAL REQUIREMENTS FOR**  
**LANDSCAPE MAINTENANCE SERVICES**  
**EAST "O" STREET**  
**FROM 52<sup>ND</sup> STREET TO S. 70<sup>TH</sup> STREET**

**DATE:** May 23, 2006

**CONTRACT PERIOD:** May 16, 2006 thru Mar. 15, 2007

**CONTRACTOR:** Ray's Lawn & Home Care  
503 "A" Street  
Lincoln, NE 68522

**PURCHASING DIVISION**  
**K-STREET COMPLEX**  
**440 SOUTH 8<sup>TH</sup> STREET**  
**LINCOLN, NEBRASKA 68508**  
**(402) 441-7410**

**COMPANY REPRESENTATIVE:** Ken Svoboda  
**TELEPHONE NO:** 402-476-8614  
**FAX No.:**  
**E-MAIL ADDRESS:** ksvoboda@alltel.net

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THE CITY/COUNTY'S SPECIFICATIONS AND THE CONTRACTOR'S ACCEPTED PROPOSAL AND PRICING SCHEDULES, NOW ON FILE IN THE OFFICE OF THE CITY CLERK AND/OR THE COUNTY CLERK, ARE ADOPTED BY REFERENCE AND ARE AS FULLY A PART OF THIS CONTRACT FOR THE ABOVE-NAMED COMMODITY AS IF REPEATED VERBATIM HEREIN.

**As Per Bid and Spec No. 06-070**

NO ACTION NEED BE TAKEN BY THE CONTRACTOR AT THIS TIME. ORDERS FOR MATERIAL WILL BE MADE AS NEEDED BY THE VARIOUS CITY/COUNTY DEPARTMENTS.

DEPARTMENTS REQUIRING CATALOGS AND/OR PRICING SCHEDULES SHALL NOTIFY THE CONTRACTOR DIRECTLY.

E.O. #076320  
Dated: 05/15/06

**LANDSCAPE MAINTENANCE SERVICES AGREEMENT  
FOR EAST "O" STREET FROM 52<sup>nd</sup> STREET TO S. 70<sup>th</sup> STREET**

**THIS AGREEMENT**, made this 4<sup>th</sup> day of April, 2006 by and between Ray's Lawn & Home Care, 503 West "A" Street, Lincoln, NE 68522, hereinafter referred to as Contractor and the City of Lincoln, Nebraska, a body corporate and politic, hereinafter referred to as City.

WHEREAS, the City wishes to engage a Contractor in accordance with terms and conditions herein to provide landscape maintenance services for the City at the designated location(s);

NOW, THEREFORE, WITNESSETH, that the parties hereto mutually agree as follows:

**1. TERM**

The Contractor hereby agrees to perform center medians landscape maintenance services as hereinafter set forth during the term of the Agreement beginning with date of executed agreement, through March 15, 2007, with option to renew for one (1) additional one-year term upon providing thirty (30) days written notice to Contractor prior to expiration of the Agreement.

**2. RATES**

- 2.1 The Contractor agrees to provide services in accordance with this Agreement at the lump sum prices and hourly rates set forth in the Contractor's Bid Proposal, attached hereto and incorporated herein.
- 2.2 The Contractor further agrees that the lump sum prices and hourly rates set forth in their submitted Bid Proposal shall remain in effect during the term of this Agreement.

**3. MAINTENANCE REQUIREMENTS**

- 3.1 Landscaped center median areas from curb to curb, including planted areas and mowing strip adjacent to planted areas, and beautification areas within the public right-of-way identified herein will receive scheduled maintenance and inspections by the Contractor as stipulated in this Agreement and in **APPENDIX 2, APPENDIX 3**, attached here to and incorporated herein (Landscape Plans available at Parks and Recreation, 441-8248).
- 3.2 **ANNUAL SPRING MAINTENANCE** (completed during March - April of the year)
  - 3.2.1 Cut and remove dead vegetation from perennials and prune shrubs and trees as needed according to maintenance instructions in **APPENDIX 2**.
  - 3.2.2 Rake out and remove dead leaves and litter from designated landscaped areas.
  - 3.2.3 Re-establish edge of landscaped areas (i.e. plant materials that are growing over mowstrips need to be pruned back to the **inside back edge** of mowstrips).
  - 3.2.4 Re-establish wood chip mulch edge of landscaped areas next to back of mowstrips (i.e. any spillage of wood chips onto top of curbs needs to be removed and a "V" groove established by machine next to back of mowstrips to allow wood chip mulch to settle into groove to a height no greater than top of mowstrips).
  - 3.2.5 Apply pre-emergence herbicide if applicable, for weed control which is approved for use in landscaped areas having established perennials, shrubs and trees (i.e. Preen or others).
  - 3.2.6 Apply wood chip mulch to landscaped areas, three inches (3") thick minimum.
  - 3.2.7 Apply post-emergence herbicides if applicable and necessary and don't allow them to come in contact with existing landscape plant materials listed in **APPENDIX 2**.
  - 3.2.8 Removal of all debris from designated landscape maintenance areas.
  - 3.2.9 Control weedy grasses and weedy broad leaves in all pavement areas adjacent to planted areas, back of curb to back of curb.
- 3.3 **MONTHLY MAINTENANCE**
  - 3.3.1 Removal of plant material not included in **APPENDIX 2** from planted areas and paved areas adjacent to planted areas of the median(s), from back of curb to

- back of curb.
  - 3.3.2 Removal of volunteer trees; removal and/or treatment of weedy grasses and weedy broad leaves from the planted areas and paved areas adjacent to planted areas of the median(s), back of curb to back of curb.
  - 3.3.3 Removal of litter and debris from the planted and paved areas from back of curb to back of curb on a weekly basis.
  - 3.3.4 All weedy grasses and weedy broad leaves chemically treated must be removed within two (2) weeks of application.
- 3.4 **ANNUAL FALL MAINTENANCE** (completed during September 1st - October 1st of the year)
  - 3.4.1 Cut and remove dead vegetation from perennials and prune shrubs and trees as needed according to maintenance instructions in **APPENDIX 2**.
  - 3.4.2 Rake out and remove dead leaves and litter from designated landscaped areas.
  - 3.4.3 Re-establish edge of landscaped areas (i.e. plant materials that are growing over mowstrips need to be pruned back to the **inside back edge** of mowstrips).
  - 3.4.4 Re-establish wood chip mulch edge of landscaped areas next to back of mowstrips (i.e. any spillage of wood chips onto top of mowstrips needs to be removed and a "V" groove edge established by machine next to back of mowstrips to allow wood chip mulch to settle into groove to a height no greater than top of mowstrips).
  - 3.4.5 Apply pre-emergence herbicide if applicable, for weed control which is approved for use in landscaped areas having established perennials, shrubs and trees (i.e. Preen or others).
  - 3.4.6 Apply wood chip mulch to landscaped areas, two inches (2") thick minimum.
  - 3.4.7 Apply post-emergence herbicides if applicable and necessary and don't allow them to come in contact with existing landscape plant materials listed in **APPENDIX 2**.
  - 3.4.8 Removal of all debris from designated landscape maintenance areas.
  - 3.4.9 Control weedy grasses and weedy broad leaves in all pavement areas adjacent to planted areas, back of curb to back of curb.
- 3.5 **IRRIGATION SYSTEM ANNUAL SPRING START UP** (Performed by the 4<sup>th</sup> week fo April)
  - 3.5.1 Activate irrigation system.
  - 3.5.2 Flush out the entire system to clear of debris.
  - 3.5.3 Operate and observe the entire system and check for clogged nozzles and emitters. Remove any calcium buildup that may have occurred over the previous season.
  - 3.5.4 Identify broken or damaged nozzles, heads and emitters, if any.
  - 3.5.5 Inspect for leaking valves and identify those which need repair.
  - 3.5.6 Check the controller for each station in the system(s). Replace batteries annually.
  - 3.5.7 Update wireless valve programmer. Replace batteries annually.
  - 3.5.8 Inventory broken and damaged systems, if any. Provide itemized list and cost estimate for repairs. Submit to Dave Bomberger at the Parks Office 441-6051.
  - 3.5.9 Program sprinkler system operating schedule. Hours of operation to occur between 2:00 a.m and 5:00 a.m.
- 3.6 **IRRIGATION SYSTEM WINTERIZATION** (Performed by the last week of October or before freezing temperatures.)
  - 3.6.1 Turn off water supply to the irrigation system, this includes turning off the main shut off valve(s).
  - 3.6.2 Automatic systems need to have the controller (timer) shut down.
  - 3.6.3 Backflow preventers need to be removed where applicable.
  - 3.6.4 All water needs to be removed from the pipes and sprinklers.
  - 3.6.5 Blow-out the irrigation system. Allow air to run until all the water is blown out and only air is exiting through the sprinkler heads and turn off the valve. Continue process onto the next valve until all valve circuits have been blown out. NOTE: Never turn off all of the valves while the air compressor is running.
  - 3.6.6 Once all valves have been blown out, repeat the process beginning with the first

valve.

- 3.6.7 Turn the automatic controller onto "rain mode" or turn off when blowing out the system has finished. Install threaded caps over the open ends of the Backflow preventer risers, anti-siphon valve risers, and any blow out fittings until spring.

### 3.7 **IRRIGATION SYSTEM MONTHLY MAINTENANCE**

- 3.7.1 Contractor shall consistently maintain all components of the irrigation system in proper working order, as per manufacturer's specifications, by inspecting the entire system on an ongoing basis.
- 3.7.2 Spray heads, drip lines and quick couplers shall be checked on an ongoing basis such that the entire system is checked each month. Malfunctioning systems will be corrected immediately. Methods of detection include: visual sightings of water on hardscape and property, soil probing, meter monitoring and specific line observations.
- 3.7.3 Weekly or bimonthly reprogramming of the irrigation controller may occur at the request of the City. All run times should take into account valve precipitation rates, soil conditions, microclimate conditions, and consideration of slope. Before scheduling run times the site should be walked and planted areas inspected to observe plant stress and health. Soil moisture levels should be inspected through planted areas, and appropriate adjustments made to the irrigation schedule.
- 3.7.4 Irrigation scheduling will be performed to encourage deep roots, including deep watering through use of multiple repeat cycles. Soil probing shall be used to determine soil moisture depth, overall moisture levels and the need to adjust irrigation schedules. Soils will be allowed to dry to a 50% moisture depletion level between irrigation in order to avoid root-rot and allow adequate air to be present in the soil.
- 3.7.5 Monthly activation of all irrigation valves. Each valve should be operated individual to inspect for and correct the following conditions: misaligned irrigation heads, clogged or obstructed heads, missing or vandalized heads, low-head drainage conditions, overspray onto hardscaped areas, poor coverage or uniformity, stuck valves, and broken risers, laterals or mains. Contractor shall list and report all irrigation system damages to the City of Lincoln Parks Department, Dave Bomberger at 441-6051 with a cost estimate of repair/replacement.
- 3.7.6 Irrigation system pressure shall be checked and adjusted at least monthly to insure efficient operation of irrigation system.
- 3.7.7 Irrigation scheduling will be coordinated with all other maintenance activities.

### 3.8 **LANDSCAPE MAINTENANCE INSPECTION REPORT**

- 3.8.1 Walk through inspections of the landscape maintenance areas will be required of the Contractor on the first and third Tuesday of each month upon request of the City's Representative.
- 3.8.2 Contractor shall complete and submit Landscape Maintenance Inspection Report (see **APPENDIX 3**) within two (2) days from date of inspection to:  
City of Lincoln Parks and Recreation Dept  
Planning Department Attn: Dave Bomberger  
2740 'A' Street  
Lincoln, NE 68502
- 3.8.3 Such reports may also be faxed to 441-7813.

### 3.9 **PESTICIDE APPLICATION**

- 3.9.1 Pesticide applications will only be done by Contractor if alternative treatment methods are not effective or if tolerable insect/disease thresholds have been exceeded and chemical treatment is necessary to prevent permanent damage or death of plant materials.
- 3.9.2 Any proposed pesticide application(s) must be approved by the City before being

done by the Contractor.

**4. ADDITIONAL SERVICES**

- 4.1 The addition and/or replacement of plant materials (i.e. trees, shrubs, perennials and turf) may be requested of the contractor by the City of Lincoln Parks Department. Any cost associated with the installation of additional plant material, including labor and establishment period maintenance shall be submitted to the City of Lincoln Parks Department, Mark Canney 441-8248 prior to installation.
- 4.2. Any plant material replaced shall include a one year warranty. This includes trees, shrubs and perennials.
- 4.3 Additional plant material installed by the contractor shall comply with the City of Lincoln installation standards and requirements and **SPECIAL PROVISIONS**.
- 4.4 Payment for additional services shall be consistent with the procedure(s) outlined in item 7 (**BASIS OF PAYMENT**).

**5. TERMINATION**

- 5.1 The City reserves the right to terminate this agreement for cause at any time during the term of the Agreement upon default of the Contractor in providing landscape maintenance services in accordance with the terms and conditions contained herein.
- 5.2 The City shall provide ten (10) days written notice to Contractor to correct any deficiencies prior to the termination of Agreement.
- 5.3 The City reserves the right to terminate this agreement in the event that the City does not appropriate sufficient funds for the continuation of the agreement into the succeeding fiscal year.

**6. INSURANCE**

The Contractor shall provide insurance in accordance with the City of Lincoln's standard insurance clause to be used for all City contracts/agreements which is hereby made a part of this agreement.

**7. INDEMNIFICATION**

- 7.1 The Contractor agrees to indemnify and hold harmless and defend the City and any of their officers, agents, servants and employees from any and all claims resulting from injuries, including death, bodily injury, property damage, or any other losses arising out of or in connection with or in any way associated with the performance of the terms and conditions of this agreement.
- 7.2 The Contractor shall not be required to indemnify the City for any damage resulting from the sole negligence of the City or its employees.

**8. NON-DISCRIMINATION**

- 8.1 The parties agree that in connection with the carrying out of this agreement the Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, disability, age, or marital status.
- 8.2 The Contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, national origin, ancestry, disability, age, or marital status. Such actions shall include, but not be limited to, the following: employment upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other compensation; and selection for training, including apprenticeship.
- 8.3 Any breach of this provision of the Agreement shall be regarded as a material breach.

**9. DRUG FREE WORKPLACE**

- 9.1 The Contractor agrees that in the performance of this Agreement, neither the Contractor nor any employee of the Contractor shall engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity covered by this Agreement.

9.2 The City reserves the right to request a copy of the Contractor's drug free workplace policy.

**10. INDEPENDENT CONTRACTOR**

The parties understand that this contractual agreement shall not create an employer/employee relationship and the Contractor, his employees, and any person acting on behalf of the Contractor shall be deemed to be an independent contractor during the term of this Contract.

**11. INVOICES**

11.1 All invoices for landscape maintenance services performed pursuant to this Agreement shall be submitted to the City of Lincoln Parks & Recreation Department, Planning Department, Attn: Dave Bomberger.

11.2 Invoices shall be submitted according to the guidelines outlined in the **SPECIFICATIONS FOR LANDSCAPE MAINTENANCE SERVICES** item No. 7. **BASIS FOR PAYMENT**

11.3 The Contractor's invoices shall include the job site location, date of work done, and a fully itemized list of landscape maintenance services performed.

**12. ASSIGNMENT**

This Agreement shall not be assigned by Contractor to any other party without first obtaining the written consent of the City.

**13. GOVERNING LAW**

This Agreement shall be governed by and interpreted in accordance with the laws of the State of Nebraska.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2006.

**City of Lincoln, Nebraska**

Attest

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Mayor

**Contractor**

\_\_\_\_\_  
Company Name

By:

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
Name (Print)

\_\_\_\_\_  
City State Zip Code

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Telephone Number(s)

\_\_\_\_\_  
Title

**Contractor Name**  
**Contractor Address**  
**Contractor Phone Number**

### Job Site Location

**Billing Period/Quarter**


**List of charges as established by contract**

[illegible]

**APPENDIX 2**  
**EAST 'O' STREET FROM 52<sup>ND</sup> STREET TO WEDGEWOOD DRIVE**  
**PLANT LIST**

PLANT LIST	MAINTENANCE CONSIDERATIONS
Summit Green Ash ( <i>Fraxinus pennsylvanica</i> 'Summit Green')	Prune broken, twisted, multidirectional branches and suckers.
Autumn Purple Ash ( <i>Fraxinus american</i> 'Autumn Purple')	Prune broken, twisted, multidirectional branches and suckers.
Cimmaron Green Ash ( <i>Fraxinus pennsylvanica</i> 'Cimmaron Green')	Prune broken, twisted, multidirectional branches and suckers.
Patmore Green Ash ( <i>Fraxinus pennsylvanica</i> 'Patmore')	Prune broken, twisted, multidirectional branches and suckers.
Skyline Honeylocust ( <i>Gleditsia triacanthos</i> 'Skyline Honeylocust')	Prune broken, twisted, multidirectional branches and suckers.
Common Hackberry ( <i>Celtis occidentalis</i> )	Prune broken, twisted, multidirectional branches and suckers.
Bur Oak ( <i>Quercus macrocarpa</i> )	Prune off winter kill & remove any dead branches.
Red Oak ( <i>Quercus rubra</i> )	Prune off winter kill & remove any dead branches.
Green Ash ( <i>Fraxinus americana</i> )	Prune to remove dead branches.
American Linden ( <i>Tilia americana</i> )	Prune to remove dead branches.
Thornless Hawthorn ( <i>Crataegus crusgalli</i> 'Thornless')	Prune to remove dead branches.
Prairiefire Crabapple ( <i>Malus</i> 'Prairiefire')	Prune to remove dead branches.
Common Lilac ( <i>Syringa vulgaris</i> )	Prune to remove dead branches after Spring bloom.
Late Lilac ( <i>Syringa villosa</i> )	Prune to remove dead branches after Spring bloom.
Miss Kim Lilac ( <i>Syringa patula</i> 'Miss Kim')	Prune to remove dead branches after Spring bloom.
Froebel Spirea ( <i>Spirea x Froebeli</i> )	Prune back in early early Spring to 6"
Anthony Water Spirea ( <i>Spirea x Anthony Water</i> )	Prune back in early spring to 6"
Dwarf Korean Lilac ( <i>Syringa meyeri</i> )	Prune to remove dead branches after Spring bloom.
Mohican Viburnum ( <i>Viburnum lantanta</i> 'Mohican')	Prune to remove dead branches after Spring bloom.
Arrowood Viburnum ( <i>Viburnum dentatum</i> )	Prune to remove dead branches after Spring bloom.



Chenault Coralberry ( <i>Symphoricarpos x chenaultii</i> )	Prune to remove dead branches.
Hancock Coralberry ( <i>Symphoricarpos x chenaultii</i> 'Hancock')	Prune to remove dead branches and/or keep off of mowstrip. Prune to ground in Spring if exceeds 30".
Gro Low Sumac ( <i>Rhus aromatica</i> 'Gro low')	Prune to remove dead branches and/or keep off of mowstrip. Prune to ground in Spring if exceeds 30".
Purple Pavement Shrubrose ( <i>Rosa</i> 'Purple Pavement')	Prune to remove dead branches in the Spring.
Maidengrass ( <i>Gracillimus miscanthusi</i> )	Prune to ground in Spring.
Karl Foerster Feather Reed Grass ( <i>Calamogrostis</i> 'Karl Foerster')	Prune to ground in Spring.
Trail Blazer Switchgrass ( <i>Panicum virgatum</i> 'Trail Blazer')	Prune to ground in Spring.
Blaze Little Bluestem ( <i>Schyizachyrium scoparium</i> 'Blaze')	Prune to ground in Spring.
Heavy Metal Switchgrass ( <i>Panicum vergatum</i> 'Heavy Metal')	Remove dead foliage in the Spring.
Little Baby Goldenrod ( <i>Solidago</i> 'Little Baby')	Prune to ground in Spring.
New England Aster Mix ( <i>Aster species</i> )	Prune to ground in Spring.
Russian Sage ( <i>Perovskia atriplicifolia</i> )	Prune to ground in Spring.
Happy Returns Daylily ( <i>Hemerocallis</i> 'Happy Returns')	Remove dead foliage in the Spring.
Compact Fleece Flower ( <i>Radix polygoni</i> 'multiflora')	Remove dead foliage in the Spring.
Daffodils ( <i>Narcissus</i> sp.)	Remove dead foliage in the late Spring after blooming.
Turf Fescue Area (Lynnecrest Drive & East "O" Street by Homers & Big Apple Bagels)	Mowing scheduled every two (2) weeks beginning March 15 through October 1, unless otherwise requested. Mowing height to be coordinated with Parks & Recreation representative.

**NOTE: Any shrub that exceeds 30" in the MEDIANS must be pruned back regardless of time of year. This does not include ornamental grasses or trees.**

## APPENDIX 3

### EAST "O" STREET LANDSCAPE MAINTENANCE INSPECTION REPORT

DATE:

PREPARER'S NAME (PRINT):

COMPANY NAME:

SIGNATURE:

LOCATION OF INSPECTION:

TELEPHONE:

*Note: Please circle best response to questions.*

1. Current growing condition of plant materials?      Dormant      Bud Stage      Active Growth

2. Current health condition of plant materials

Summit Green Ash ( <i>Fraxinus pennsylvanica</i> 'Summit Green')	POOR	FAIR	GOOD	EXCELLENT
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Autumn Purple Ash ( <i>Fraxinus americana</i> 'Autumn Purple')	POOR	FAIR	GOOD	EXCELLENT
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Cimmaron Green Ash ( <i>Fraxinus pennsylvanica</i> 'Cimmaron Gr.')	POOR	FAIR	GOOD	EXCELLENT
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Patmore Green Ash ( <i>Fraxinus pennsylvanica</i> 'Patmore')	POOR	FAIR	GOOD	EXCELLENT
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Skyline Honeylocust ( <i>Gleditsia triacanthus</i> 'Skyline')	POOR	FAIR	GOOD	EXCELLENT
--	------	------	------	-----------

Common Hackberry ( <i>Celtis occidentalis</i> )	POOR	FAIR	GOOD	EXCELLENT
--	------	------	------	-----------

Bur Oak ( <i>Quercus macrocarpa</i> )	POOR	FAIR	GOOD	EXCELLENT
--	------	------	------	-----------

Red Oak ( <i>Quercus rubra</i> )	POOR	FAIR	GOOD	EXCELLENT
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Green Ash ( <i>Fraxinus americana</i> )	POOR	FAIR	GOOD	EXCELLENT
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American Linden ( <i>Tilia americana</i> )	POOR	FAIR	GOOD	EXCELLENT
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Thornless Hawthorn ( <i>Crataegus crusgalli</i> 'Thornless')	POOR	FAIR	GOOD	EXCELLENT
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Prairiefire Crabapple ( <i>Malus</i> 'Prairiefire')	POOR	FAIR	GOOD	EXCELLENT
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Common Lilac ( <i>Syringa vulgaris</i> )	POOR	FAIR	GOOD	EXCELLENT
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Late Lilac	POOR	FAIR	GOOD	EXCELLENT
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( <i>Syringa villosa</i> )				
Miss Kim Lilac ( <i>Syringa patula</i> 'Miss Kim')	POOR	FAIR	GOOD	EXCELLENT
Froebel Spirea ( <i>Spirea x Froebeli</i> )	POOR	FAIR	GOOD	EXCELLENT
Anthony Water Spirea ( <i>Spirea x Anthony Water</i> )	POOR	FAIR	GOOD	EXCELLENT
Miss Kim Lilac ( <i>Syringa patula</i> 'Miss Kim')	POOR	FAIR	GOOD	EXCELLENT
Dwarf Korean Lilac ( <i>Syringa meyeri</i> )	POOR	FAIR	GOOD	EXCELLENT
Mohican Viburnum ( <i>Viburnum lantana</i> 'Mohican')	POOR	FAIR	GOOD	EXCELLENT
Arrowood Viburnum ( <i>Viburnum dentatum</i> )	POOR	FAIR	GOOD	EXCELLENT
Chenault Coralberry ( <i>Symphoricarpos x chenaultii</i> )	POOR	FAIR	GOOD	EXCELLENT
Hancock Coralberry ( <i>Symphoricarpos x chenaultii</i> 'Hancock')	POOR	FAIR	GOOD	EXCELLENT
Gro Low Sumac ( <i>Rhus aromatica</i> 'Gro low')	POOR	FAIR	GOOD	EXCELLENT
Purple Pavement Shrubrose ( <i>Rosa</i> 'Purple Pavement')	POOR	FAIR	GOOD	EXCELLENT
Maidengrass ( <i>Gracillimus miscanthusi</i> )	POOR	FAIR	GOOD	EXCELLENT
Karl Foerster Feather Reed Grass ( <i>Calamagrostis</i> 'Karl Foerster')	POOR	FAIR	GOOD	EXCELLENT
Trail Blazer Switchgrass ( <i>Panicum virgatum</i> 'Trail Blazer')	POOR	FAIR	GOOD	EXCELLENT
Blaze Little Bluesetm ( <i>Schyizachyrium scoparium</i> 'Blaze')	POOR	FAIR	GOOD	EXCELLENT
Heavy Metal Switchgrass ( <i>Panicum vergatum</i> 'Heavy Metal')	POOR	FAIR	GOOD	EXCELLENT
Little Baby Goldenrod ( <i>Solidago</i> 'Little Baby')	POOR	FAIR	GOOD	EXCELLENT

New England Aster Mix ( <i>Aster species</i> )	POOR	FAIR	GOOD	EXCELLENT
Russian Sage ( <i>Perovskia atriplicifolia</i> )	POOR	FAIR	GOOD	EXCELLENT
Happy Returns Daylily ( <i>Hemerocallis 'Happy Returns'</i> )	POOR	FAIR	GOOD	EXCELLENT
Compact Fleece Flower ( <i>Radix polygoni 'multiflora'</i> )	POOR	FAIR	GOOD	EXCELLENT

3. Current soil moisture?                      SATURATED    MOIST    DRY    DROUGHT

4. Landscape maintenance work needing to be done:

Removal of volunteer trees, weedy grasses and/or weedy broad leaves?    YES    NO

Application of pre-emergent herbicide for weed control                      YES    NO

Name of chemical(s) applied: \_\_\_\_\_  
\_\_\_\_\_

Application of post emergent herbicide for weed control?                      YES    NO

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

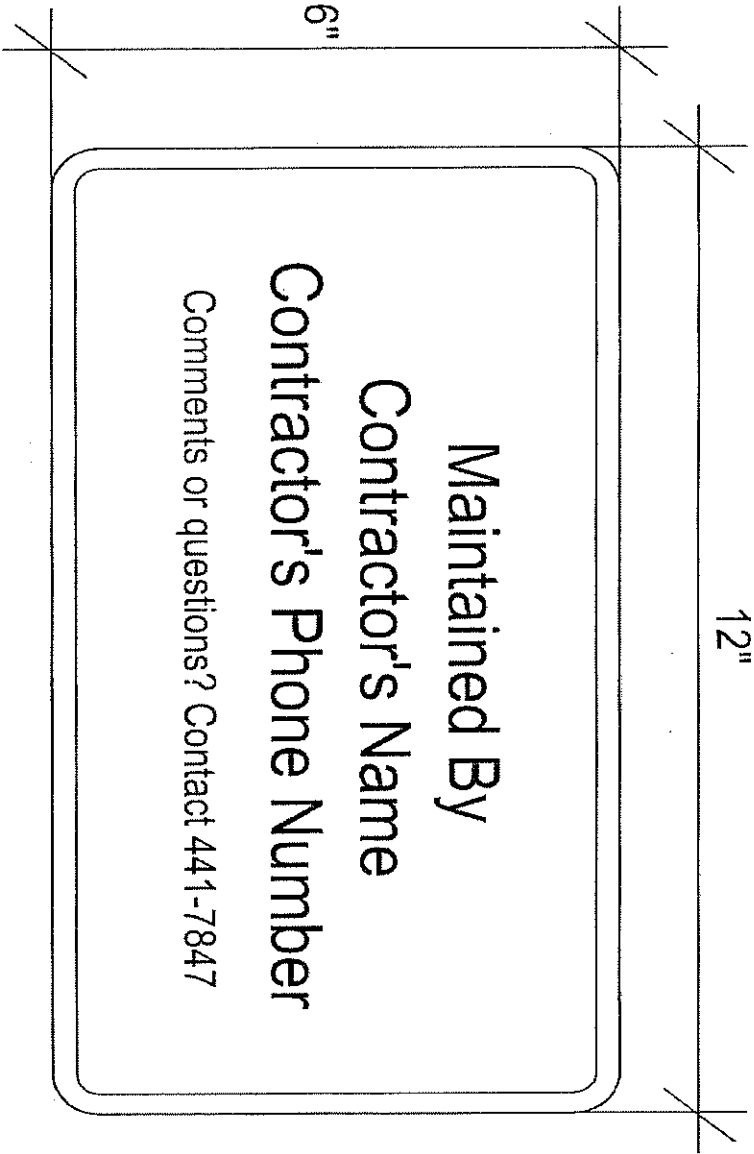
5. Describe in detail any landscape maintenance work done since last inspection (Use back of this sheet).

6. Insect, disease and/or animal damage observed?                      YES    NO

PLANT NAME	INSECT	DISEASE	ANIMAL
—			
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Contractor to do inspections on the 1st and 3rd Tuesday of each month while under contract with the City unless otherwise scheduled by City. Completed inspection reports must be received by the City of Lincoln Parks Department by fax (441-8706) or mailed (City of Lincoln Parks Department, 2740 "A" Street, Lincoln, NE 68502) within two (2) days from the date of the inspection .

**APPENDIX 4**  
**CONTRACTOR SIGN DETAIL**  
**(2 SIGNS PROVIDED BY CONTRACTOR)**



- Aluminum: .080 gauge
- Background Color: Dark Green
- Text Color: White
- Border Color: White
- Font Style: Arial

**SPECIFICATION NO. 06-070**  
**BID OPENING TIME: 12:00 NOON**  
**DATE: Friday February 17, 2006**

The undersigned bidder, having full knowledge of the requirements of the City of Lincoln for the below listed items and the contract documents (which include Notice to Bidders, Instructions to Bidders, this Proposal, specifications, Contract, and any and all addenda) and all other conditions of the Proposal, agrees to sell to the City below the listed items for the performance of this Specification, complete in every respect, in strict accordance with the contract documents at and for unit prices listed below.

**ADDENDA RECEIPT:** The receipt of addenda to the specifications numbers \_\_\_\_\_ through \_\_\_\_\_ are hereby acknowledged. Failure of any bidder to receive any addendum or any interpretation of the specifications shall not relieve the bidder from obligations specified in the bid request. All addenda shall become part of the final contract document.

**BIDDING SCHEDULE**

**REQUIREMENTS FOR LANDSCAPE MAINTENANCE SERVICES  
(EAST "O" STREET FROM 52<sup>ND</sup> TO S. 70<sup>TH</sup> STREET)**

<b>WORK REQUIREMENTS</b>	<b>PRICE</b>
Annual Spring Maintenance	Total Lump Sum Price \$ <u>2,656.20</u>
Annual Fall Maintenance	Total Lump Sum Price \$ <u>1,428.40</u>
Monthly Maintenance	Lump Sum Price Per Month (Excluding Annual Spring & Fall Maintenance) \$ <u>94.65</u> /Month
Pesticide Application*	Hourly Price \$ <u>44.50</u> /Hour
Irrigation Spring Start Up	Total Lump Sum Price \$ <u>368.00</u>
Irrigation Annual Winterization	Total Lump Sum Price \$ <u>626.00</u>
Irrigation Monthly Maintenance	Lump Sum Price Per Month (Excluding Annual Spring Start Up and Winterization) \$ <u>19.00</u> /Month
Service Call**	Hourly Price \$ <u>56.50</u> /Hour

**\*NOTE:** Any pesticide application treatment for an insect/disease infestation identified by the Contractor must be approved by the City before being done by the Contractor. The Contractor must also provide to the City the amount of time it will take to do the pesticide application treatment that is being recommended by the Contractor and this will be the basis for the actual amount that the Contractor can invoice the City if given approval to do the treatment.

**\*\* NOTE:** Any service call for a site visit, inspection or repair outside the specifications outlined herein must be approved by the City before being prior to being performed by the Contractor. The Contractor must also provide to the City the amount of time it will take to do the site visit, inspection or repair that is being recommended by the Contractor and this will be the basis for the actual amount that the Contractor can invoice the City if given approval to perform such task.

BID SECURITY REQUIRED: YES     NO   X

Contract Extension Renewal is an Option (Subject to mutual consent by Contractor and City)

YES \*\*\* NO

TERM PRICE CLAUSE: **BIDDER MUST STATE**

A. Bid prices firm for the full contract period: \*\*\*; or

B. Bid prices subject to escalation/de-escalation: \_\_\_\_\_.

C. If (b), state period for which bid prices will remain firm through \_\_\_\_\_.

**AFFIRMATIVE ACTION PROGRAM:** Successful bidders will be required to comply with the provisions of the City's Affirmative Action Policy (Contract Compliance, Sec. 1.16). The Equal Opportunity Officer will determine compliance or non-compliance, upon a complete and substantial review of successful bidder's equal opportunity policies, procedures, and practices.

The undersigned signatory for the bidder represents and warrants that he has full and complete authority to submit this proposal to the City, and to enter into a contract if this proposal is accepted.

**RETURN TWO (2) COMPLETE COPIES OF PROPOSAL AND SUPPORT MATERIAL.  
MARK OUTSIDE OF BID ENVELOPE AS FOLLOWS: SEALED BID FOR SPEC. 06-070**

Ray's Lawn & Home Care

COMPANY NAME

503 West "A" St.

STREET ADDRESS OR P.O. BOX

Lincoln, NE 68522

CITY, STATE ZIP CODE

476-8614:0 476-8616:F

TELEPHONE

ksvoboda@alltel.net

E-MAIL ADDRESS



SIGNATURE

Ken R. Svoboda

PRINT NAME

General Manager

TITLE

Feb. 17, 2006

DATE

30 days

TERMS OF PAYMENT

Bids may be inspected in the Purchasing Division during normal business hours after tabulation and reviewed by a Purchasing Agent. Bid tabulations can be viewed on our website at: [lincoln.ne.gov](http://lincoln.ne.gov)  
Keyword: **Bid**

The Intent to Award will be listed on the website when a recommendation is received from the Department.